

U.S. Department of Justice

Washington, DC 20530

Exhibit A to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name and Address of Registrant MMGY Global LLC 7309 W. 80th St., #400 Overland Park, KS 66204	2. Registration No. 6492
3. Name of Foreign Principal Turespaña, Tourist Office of Spain	4. Principal Address of Foreign Principal 60 East 42nd Street, Suite 5300 New York, NY 10165

5. Indicate whether your foreign principal is one of the following:

☒ Government of a foreign country¹

☐ Foreign political party

☐ Foreign or domestic organization: If either, check one of the following:

☐ Partnership

☐ Committee

☐ Corporation

☐ Voluntary group

☐ Association

☐ Other (*specify*) _____

☐ Individual-State nationality _____

6. If the foreign principal is a foreign government, state:

a) Branch or agency represented by the registrant

Tourism Branch

b) Name and title of official with whom registrant deals

Jose Manuel de Juan, Director of Tourism in New York

7. If the foreign principal is a foreign political party, state:

a) Principal address

b) Name and title of official with whom registrant deals

c) Principal aim

¹ "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

8. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/> No <input type="checkbox"/>
Owned by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/> No <input type="checkbox"/>
Directed by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/> No <input type="checkbox"/>
Controlled by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/> No <input type="checkbox"/>
Financed by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/> No <input type="checkbox"/>
Subsidized in part by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/> No <input type="checkbox"/>

9. Explain fully all items answered "Yes" in Item 8(b). *(If additional space is needed, a full insert page must be used.)*

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit A December 16, 2020	Name and Title Misti Borchers, VP, Director of Accounting Operations	Signature /s/ Misti Borchers <div style="text-align: right;">eSigned</div>
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Exhibit B to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant

MMGY Global, LLC

2. Registration No.

6492

3. Name of Foreign Principal

Turespaña, Tourist Office of Spain

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. Describe fully the nature and method of performance of the above indicated agreement or understanding.
- Manage social media channels and spend to promote Spain to North American travelers.

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

See #7.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☐ No ☒

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit B	Name and Title	Signature
December 16, 2020	Misti Borchers, VP, Director of Accounting Ops	/s/ Misti Borchers eSigned

Footnote: "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

SOCIAL NETWORK MANAGEMENT SERVICES AGREEMENT FOR THE TOURIST OFFICE OF SPAIN BASED IN NEW YORK

In New York on August 5th, 2020

By and between **Mr. José Manuel de Juan**, Director of Tourism in New York (hereinafter referred to as the Director), on behalf of **TURESPAÑA** (Resolution of February 14, 2014, on the delegation of powers by the Spanish Institute of Tourism, published in the Official Spanish Gazette (BOE) on February 21, 2014), with legal address at 60 East 42nd Street, Suite 5300, New York, NY 10165, and Hugh McConnell, Chief Financial Officer, on behalf of MMGY Global, LLC, with registered address at 4601 Madison Ave, Kansas City, MO 64112, agree to enter into a contract to a service of managing the different social networks of the Tourist Office of Spain in New York.

Both parties acknowledge each other's competence and ability to execute this agreement and agree to the following:

AGREEMENT CLAUSES

FIRST.- The purpose of this agreement is the managing of the social networks of the Tourism Office of Spain in New York in the USA, in accordance with the Technical Specifications Report attached as Appendix 1, and which is a part of this agreement, and in accordance with the contractor's bid which is attached as Appendix 2.



SECOND. The total price of the agreement will be 214.000 U.S. dollars for 24 months, including in said price all types of expenses and taxes.

THIRD. - Payment of the fees established in the agreement will be made monthly by the Tourist Office of Spain in New York, at the end of each month, upon the approval of the Counselor of the services performed. The expenses corresponding to the paid campaigns must be itemized and accompanied by a detailed report or invoice from the company to which they have been paid.

FOURTH. - The term of service will be for two years, starting on 1st September 2020 or on the date of signing, whichever is later, and may be extended if agreed in writing by

the two parties, under the same conditions as the original agreement, without any price revision, for one more year through a written agreement of both parties.

FIFTH. The breach of any clause contained in this Report by the winning company will be considered as a breach of the agreement and entitles Tourspain to resolve it.

SIXTH. - In case of delay or deficiency in the performance of the agreement, Tourspain may penalize the contractor with an amount equal to 5% of the price of the agreement. Poorly developed jobs will result in the not paying of the corresponding invoiced amount to the winning company.

SEVENTH. - The Technical Specifications Report attached to this Agreement is a part of it with all its binding effects.

EIGHTH. - The signing of this agreement does not imply any sort of employment relationship between TURESPAÑA and the contractor or with the staff hired by the contractor to perform the service.

NINTH. - The agreement will be governed by the rules of the Spanish administrative law in all matters relating to the tender and award procedure, and by the provisions of the agreement and regulations of the United States in its effects, resolution and extinction.

For the record, and so this agreement can take full effect, it is signed in quadruplicate in the place and on the date indicated at the beginning of this agreement.

BY TURESPAÑA



Signed: José Manuel de Juan

Director

Tourist Office of Spain in New York

BY THE CONTRACTOR



Signed: Hugh McConnell

Chief Financial Officer

MMGY Global LLC

**CONTRATO DEL SERVICIO DE GESTIÓN DE LAS REDES SOCIALES EN ESTADOS UNIDOS PARA
LA CONSEJERÍA DE TURISMO NUEVA YORK**

En Nueva York, a 5 de agosto de 2020

Reunidos de una parte don José Manuel de Juan, Consejero de Turismo en Nueva York (en adelante la Consejero), en representación de **TURESPAÑA** (Resolución de 14 de febrero de 2014, del Instituto de Turismo de España, de delegación de competencias B.O.E. de 21 de febrero de 2014), con domicilio en 60 East 42nd Street, Suite 5300, New York, NY 10165, y de otra parte Hugh McConnell, Chief Financial Officer, en representación de MMGY Global, LLC, con razón social en 4601 Madison Ave, Kansas City, MO 64112, acuerdan la realización de un contrato para la prestación de un servicio de gestión de Redes Sociales.

Ambas partes se reconocen competencia y capacidad, respectivamente, para formalizar el presente contrato y convienen las siguientes:

CLÁUSULAS DEL CONTRATO

PRIMERA.- El objeto del presente contrato es el Servicio de gestión de las redes sociales en Estados Unidos para la Consejería de Turismo en Nueva York, de acuerdo con los requisitos de la memoria de especificaciones técnicas y de la oferta del contratista, que se unen como anexos al presente contrato.

SEGUNDA.- El precio del contrato será de 214.000 dólares para dos años, incluyendo en dicho precio todo tipo de gastos y tributos.

TERCERA.- El pago del precio del contrato se realizará mensualmente, a finales de cada mes, previa presentación de factura que requerirá la conformidad del Consejero de los trabajos realizados. Los gastos correspondientes a campañas de pago deberán estar desglosados y venir acompañados de informe o factura de la empresa a la que se hayan pagado, detallando éstos.

CUARTA.- El periodo de duración del servicio se establece por dos años, a contar desde el 1 de septiembre de 2020 o desde la fecha de su firma, si esta fuera posterior, y podrá prorrogarse por un año más a partir de la fecha de finalización del contrato por acuerdo expreso de las partes, en las mismas condiciones que este contrato, sin que pueda revisarse el precio.

QUINTA.- El incumplimiento de cualquier cláusula contenida en la presente Memoria por la empresa adjudicataria será considerado como incumplimiento del contrato, y faculta a Turespaña a resolverlo.

SEXTA.- En caso de mora o deficiencia en el cumplimiento del contrato, Turespaña podrá penalizar al contratista con una cantidad equivalente al 5% del precio del contrato. Los trabajos desarrollados de forma deficiente darán lugar a que la Consejería no abone a la empresa adjudicataria el importe correspondiente.

SÉPTIMA.- La Memoria de Especificaciones Técnicas que se adjunta al presente Contrato forma, a todos los efectos, parte del mismo.

OCTAVA.- La prestación del servicio contratado no supondrá ninguna relación laboral entre Turespaña y las personas que trabajen en la empresa adjudicataria.

NOVENA.- El presente contrato se regirá por las normas de derecho administrativo español en todo lo relativo a competencia y procedimiento de adjudicación y, por las estipulaciones del contrato y las leyes de los Estados Unidos y reglas de derecho común del Estado de Nueva York en cuanto a sus efectos, resolución y extinción.

Y para que conste y surta sus efectos, se firma el presente contrato por cuadruplicado ejemplar en el lugar y la fecha indicados en el encabezamiento.

POR TURESPAÑA



Fdo: José Manuel de Juan

Consejero de Turismo en Nueva York

EL CONTRATISTA



Fdo: Hugh McConnell

MMGY Global LLC